

1 RICHARD DENATALE (Bar No. 121416)  
rdenatale@orrick.com  
2 DARREN S. TESHIMA (Bar No. 238875)  
dteshima@orrick.com  
3 ORRICK, HERRINGTON & SUTCLIFFE LLP  
The Orrick Building  
4 405 Howard Street  
San Francisco, CA 94105-2669  
5 Telephone: (415) 773-5700  
Facsimile: (415) 773-5759  
6

Attorneys for Plaintiffs  
7 LENSRAFTERS, INC. and EYEXAM OF  
CALIFORNIA, INC.  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 OAKLAND DIVISION

12 LENSRAFTERS, INC. and EYEXAM  
13 OF CALIFORNIA, INC.,

14 Plaintiff,

15 v.

16 LIBERTY MUTUAL FIRE INSURANCE  
COMPANY; EXECUTIVE RISK  
17 SPECIALTY INSURANCE COMPANY;  
UNITED STATES FIRE INSURANCE  
18 COMPANY; MARKEL AMERICAN  
INSURANCE COMPANY and  
19 WESTCHESTER FIRE INSURANCE  
COMPANY,  
20

Defendant.  
21

22 AND RELATED COUNTER- AND  
CROSS- CLAIMS.

Case No. C-07-2853 SBA

Assigned to Chief Magistrate Judge  
James Larson for All Discovery  
Purposes

**STIPULATION AND ORDER  
DISMISSING WITH PREJUDICE  
PLAINTIFFS' CLAIMS AGAINST  
DEFENDANT UNITED STATES  
FIRE INSURANCE COMPANY**

1           Plaintiffs LensCrafters, Inc. and EYEXAM of California, Inc. (together,  
2           “LensCrafters”) and Defendant United States Fire Insurance Company (“U.S. Fire”) hereby  
3           stipulate to the following matters and respectfully request that the Court enter an order dismissing  
4           LensCrafters’ claims against U.S. Fire *with prejudice*, as set forth below.

5           A.     In this action, Plaintiffs seek insurance coverage for claims asserted against  
6           them in a class action lawsuit entitled *Snow, et al. v. LensCrafters, Inc., et al.*, San Francisco  
7           Superior Court Case No. CGC-02-405544 (“*Snow*”). The *Snow* action plaintiffs, on behalf of a  
8           class of more than one million customers, alleged that LensCrafters violated California’s  
9           Confidentiality of Medical Information Act (“COMIA”) by disclosing private medical  
10          information. After years of negotiations, LensCrafters reached a settlement with the plaintiffs in  
11          *Snow*. The *Snow* settlement was approved by the Superior Court and became effective on  
12          October 11, 2008.

13          B.     In this action, LensCrafters asserted claims against U.S. Fire regarding its  
14          obligations under its insurance policies to indemnify LensCrafters and settle the *Snow* action.  
15          U.S. Fire denied these claims.

16          C.     After extensive negotiations, LensCrafters and U.S. Fire have reached a  
17          settlement. Pursuant to the settlement, LensCrafters has agreed to dismiss its claims against U.S.  
18          Fire with prejudice.

19  
20       \\

21  
22       \\

23  
24       \\

25  
26       \\

27  
28       \\

1                    THEREFORE, LensCrafters and U.S. Fire, by and through their attorneys of  
2 record, stipulate that LensCrafters may dismiss all claims against U.S. Fire *with prejudice*.

3  
4 DATED: February 5, 2009

ORRICK, HERRINGTON & SUTCLIFFE LLP

5 By /s/ Richard DeNatale

Richard DeNatale

6 Attorneys for Plaintiffs

7 LENS CRAFTERS, INC. and EYEXAM OF CALIFORNIA,  
INC.

8 DATED: February 5, 2009

SQUIRE, SANDERS & DEMPSEY LLP

9  
10 By /s/ Mark C. Goodman

Mark C. Goodman

11 Attorneys for Defendant

12 UNITED STATES FIRE INSURANCE COMPANY  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

Good cause appearing, IT IS HEREBY ORDERED that Plaintiffs LensCrafters, Inc. and EYEXAM of California, Inc.'s claims against Defendant United States Fire Insurance Company are *dismissed with prejudice*.

DATED: 2/6/09

  
UNITED STATES DISTRICT JUDGE